


<b>Application Number</b> 	<b>Application No.</b> 09/883,849	<b>Applicant(s)</b> STARK ET AL.	

<b>TERMINAL DISCLAIMER</b>	<input checked="" type="checkbox"/> <b>APPROVED</b>	<input type="checkbox"/> <b>DISAPPROVED</b>
Document Code - DISQ	This patent is subject to a Terminal Disclaimer	
<b>INTERNAL DOCUMENT – DO NOT MAIL</b>		

U.S. Patent and Trademark Office



Atty. Dkt. No. 023829-0129

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

Applicant: Stark et al.  
Title: PROTEIN SUPPLEMENTED  
FROZEN DESSERT  
COMPOSITIONS  
Appl. No.: 09/883,849  
Filing Date: 06/18/2001  
Examiner: Anthony J. Weier  
Art Unit: 1761

RECEIVED  
AUG 26 2003  
TC 1700

**TERMINAL DISCLAIMER**

Commissioner for Patents  
PO Box 1450  
Alexandria, Virginia 22313-1450

Sir:

Your Petitioner, Cargill, Incorporated, having its principal place of business at 15407 McGinty Road W., Wayzata, Minnesota 55391 (hereinafter represents that it is the owner of the entire right, title, and interest in and to U.S. Patent Application Serial No. 09/883,849, filed June 18, 2001, which is a continuation-in-part of U.S. Patent Application Serial No. 09/717,923, filed November 21, 2000, by virtue of an Assignment of U.S. Patent Application Serial No. 09/883,849 filed and recorded on October 1, 2001, on Reel/Frame 012207/0665, in the United States Patent and Trademark Office, a copy of which is attached hereto as APPENDIX A.

Further, your Petitioner represents that it is the owner of U.S. Patent Application Serial No. 09/883,552, filed June 18, 2001, which is a continuation-in-part of

U.S. Patent Application Serial No. 09/717,923, filed November 21, 2000, by virtue of an Assignment of U.S. Patent Application Serial No. 09/883,849 filed and recorded on 10/01/2001, on Reel/Frame 012207/0682, in the United States Patent and Trademark Office, a copy of which is attached hereto as APPENDIX B.

Your Petitioner, Cargill, Incorporated, hereby disclaims the terminal part of the term of any patent granted on U.S. Patent Application Serial No. 09/883,849 which would extend beyond the full statutory term (including any patent extension under 35 U.S.C. § 154), as shortened by any terminal disclaimer, of any patent granted on U.S. Patent Application Serial No. 09/883,552, and hereby agrees that any patent so granted on U.S. Patent Application Serial No. 09/883,849 shall be enforceable only for and during such period that the legal title to any patent granted on U.S. Patent Application Serial No. 09/883,552 shall be the same as the legal title to any patent granted on U.S. Patent Application Serial No. 09/883,849, this agreement to run with any patent granted on U.S. Patent Application Serial No. 09/883,849 and to be binding upon the grantee, its successors or assigns.

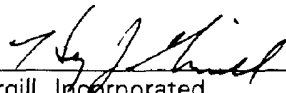
In making the above disclaimer, Petitioner does not disclaim any terminal part of any patent granted on U.S. Patent Application Serial No. 09/883,849, prior to the full statutory term of any patent granted on U.S. Patent Application Serial No. 09/883,552 as defined in 35 U.S.C. §§ 154-156 and 173, in the event that any patent granted on U.S. Patent Application Serial No. 09/883,552 expires for failure to pay a maintenance fee, is held unenforceable or is found invalid in a final judgment by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 CFR §1.321(a), has all claims canceled by a reexamination certificate or as a result of an interference proceeding, or is otherwise not deemed to provide the rights conveyed by 35 USC §154, prior to the full statutory term of any patent granted on

U.S. Patent Application Serial No. 09/883,552 as defined in 35 USC §§ 154-156 and 173, except for the separation of legal title stated above. Further, Petitioner does not disclaim any terminal part of a patent granted on U.S. Patent Application 09/883,849 that would extend beyond the present termination of any patent granted on U.S. Patent Application 09/883,552, in the event that such present term is extended by virtue of compliance with the conditions for term extension of any present or future patent term extension provisions of the patent law, including but not limited to 35 U.S.C. §§ 154, 155, 155A or 156, and without waiving Petitioner's right to extend the term of a patent granted on U.S. Patent Application Serial No. 09/883,849 to the extent provided by law.

The undersigned (whose title is supplied below) certifies that he is empowered to sign this Terminal Disclaimer on behalf of the assignee, that he has reviewed the Assignments attached as APPENDICES A and B, and to the best of his knowledge and belief, legal title to U.S. Patent Application Serial No. 09/883,849 and any patent granted on U.S. Patent Application Serial No. 09/883,552 rests with Petitioner, Cargill, Incorporated. The undersigned declares that all statements made herein of their own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the above-identified application or any patent issuing therefrom.

Respectfully submitted,

Date 6 Aug 2003

  
Cargill, Incorporated

By: Harry J. Guinness  
Name:  
Title: Vice President



UNITED STATES  
PATENT AND  
TRADEMARK OFFICE

DECEMBER 04, 2001

PTAS

Under Secretary of Commerce For Intellectual Property and  
Director of the United States Patent and Trademark Office  
Washington, DC 20231  
www.uspto.gov

FOLEY & LARDNER  
M. REED STAHELI  
FIRSTAR CENTER  
777 EAST WISCONSIN AVENUE  
MILWAUKEE, WI 53202-5367



\*101865199A\*

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 10/01/2001

REEL/FRAME: 012207/0665  
NUMBER OF PAGES: 6

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

STARK, ANN M.

DOC DATE: 08/13/2001

ASSIGNOR:

MURALIDHARA, HARAPANAHALLI S.

DOC DATE: 08/28/2001

ASSIGNOR:

PORTER, MICHAEL A.

DOC DATE: 08/27/2001

ASSIGNOR:

PURTLE, IAN

DOC DATE: 08/27/2001

ASSIGNOR:

SATYAVOLU, JAGANNADH V.

DOC DATE: 08/27/2001

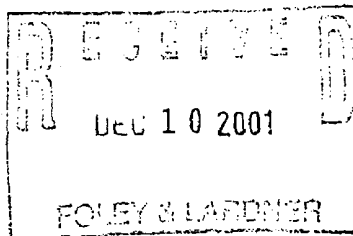
ASSIGNOR:

SPERBERT, WILLIAM H.

DOC DATE: 09/06/2001

ASSIGNEE:

CARGILL, INC.  
15407 MCGINTY ROAD W.  
WAYZATA, MINNESOTA 55391



012207/0665 PAGE 2

SERIAL NUMBER: 09883849  
PATENT NUMBER:

FILING DATE: 06/18/2001  
ISSUE DATE:

DOROTHY RILEY, PARALEGAL  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

RE

10-04-2001



SHEET

Atty. Dkt. No. 023829-0129

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

101865199

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copies thereof.

## 1. Name of conveying party(ies):

Ann M. Stark  
Harapanahalli S. Muralidhara  
Michael A. Porter  
Ian Purtle  
Jagannadh V. Satyavolu  
William H. Sperber

## 2. Name and address of receiving party(ies):

Cargill, Inc.  
15407 McGinty Road W.  
Wayzata, Minnesota 55391

Additional conveying party(ies) NO

## 3. Nature of conveyance:

ASSIGNMENT

Execution Date:

August 13, 2001  
August 28, 2001  
August 27, 2001  
August 27, 2001  
August 15, 2001  
September 6, 2001

Additional name(s) &amp; address(es) attached? NO

## 4. Application number(s) or patent number(s):

If this is being filed together with a new application, the execution date of the application is:

A. Patent Application Number(s):

09/883,849

B. Patent Number(s):

Additional numbers attached? NO

## 5. Name and address of party to whom correspondence concerning document should be mailed:

M. Reed Staheli  
FOLEY & LARDNER  
Firststar Center  
777 East Wisconsin Avenue  
Milwaukee, Wisconsin 53202-5367

## 6. Total number of applications/patents involved: 1

7. Total fee (37 C.F.R. § 3.41): \$40.00

☒ Check Enclosed

Charge to deposit account

8. Deposit account number: 06-1447

DO NOT USE THIS SPACE

## 9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. The Commissioner is hereby authorized to charge any additional recordation fees which may be required in this matter to the above-identified deposit account.

M. Reed Staheli

9/25/01

Name of person signing  
09/03/2001 LMUELLER 00000161 09883849

Signature  
Registration No. 47,949

Date

FC:581

40.00 CP

Total number of pages including cover sheet, attachments, and document: 6



**ASSIGNMENT AND AGREEMENT**

*WHEREAS*, Ann M. Stark of 2235 Plymouth Street, Marion, Iowa 52302; Harapanahalli S. Muralidhara of 2325 Yuma Lane North, Plymouth, Minnesota 55447; Michael A. Porter of 9123 Sycamore Lane N, Maple Grove, Minnesota 55369; Ian Purtle of 1280 Zircon Lane North, Plymouth, Minnesota 55447; Jagannadh V. Satyavolu of 1818 23rd Street NW, Cedar Rapids, Iowa 52405 and William H. Sperber of 5814 Oakview Circle, Minnetonka, Minnesota 55345; (hereinafter referred to singly and collectively as "ASSIGNOR") have invented a certain invention entitled **PROTEIN SUPPLEMENTED FROZEN DESSERT COMPOSITIONS** (Atty. Dkt. No. 023829-0129) for which an application for United States Letters Patent was filed on June 18, 2001 as Application No. 09/883,849; and

*WHEREAS*, Cargill, Inc., a corporation duly organized and existing under the laws of the State of Delaware, and having its principal place of business at 15407 McGinty Road W., Wayzata, Minnesota 55391 (hereinafter referred to as "ASSIGNEE") is desirous of acquiring the entire interest therein;

*NOW THEREFORE*, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto ASSIGNEE, its successors and assigns, the full and exclusive right, title, and interest in and to (a) the above-identified invention or inventions and all improvements and modifications thereof, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

*ASSIGNOR HEREBY AUTHORIZES AND REQUESTS* the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

*ASSIGNOR HEREBY AGREES* (a) to communicate to ASSIGNEE, its successors and assigns, or their representatives or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney,

oaths, affidavits, declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY GRANTS to the law firm of **Foley & Lardner** the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

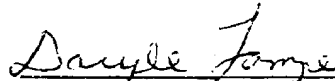
ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of **Foley & Lardner** do not personally represent ASSIGNOR or ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

Executed this 13<sup>th</sup> day of August, 2001.

  
ANN M. STARK

State of IOWA )  
County of LINN )ss.

On this 13<sup>th</sup> day of AUGUST, 2001, before me, a notary public in and for said county, appeared ANN M. STARK, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

  
Notary Public

My Commission Expires: MAY 6, 2004

(Seal)



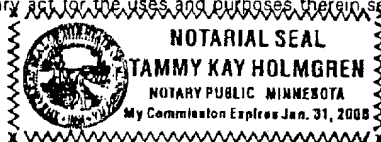
Executed this 28 day of Aug, 2001.

Harapanahalli S. Muralidhara

HARAPANAHALLI S. MURALIDHARA

State of Minnesota )  
 ) ss.  
County of Hennepin )

On this 28<sup>th</sup> day of August, 2001, before me, a notary public in and for said county, appeared HARAPANAHALLI S. MURALIDHARA, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.



(Seal)

Tammy Holmgren  
Notary Public

My Commission Expires: 1/31/05

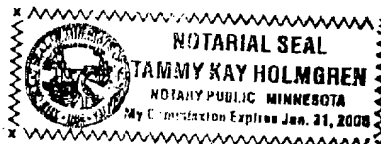
Executed this 27 day of August, 2001.

Michael A. Porter

MICHAEL A. PORTER

State of Minnesota )  
 ) ss.  
County of Hennepin )

On this 27<sup>th</sup> day of August, 2001, before me, a notary public in and for said county, appeared MICHAEL A. PORTER, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.



(Seal)

Tammy Holmgren  
Notary Public

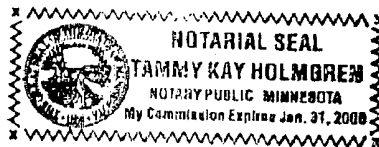
My Commission Expires: 1/31/05

Executed this 27<sup>th</sup> day of August, 2001.

[Signature]  
IAN PURTLE

State of Minnesota )  
County of  Hennepin  ) ss.

On this 27<sup>th</sup> day of August, 2001, before me, a notary public in and for said county, appeared IAN PURTLE, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.



[Signature]  
Notary Public  
My Commission Expires: 1/31/05

Executed this 15 day of August, 2001.

[Signature]  
JAGANNADH V. SATYAVOLU

State of Iowa )  
County of Linn ) ss.

On this 15<sup>th</sup> day of August, 2001, before me, a notary public in and for said county, appeared JAGANNADH V. SATYAVOLU, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

[Signature]  
Notary Public

My Commission Expires: 9/2/2003

(Seal)



UNITED STATES  
PATENT AND  
TRADEMARK OFFICE

2001/12  
DEC

DECEMBER 04, 2001

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Under Secretary of Commerce For Intellectual Property and  
Director of the United States Patent and Trademark Office  
Washington, DC 20231  
www.uspto.gov

FOLEY & LARDNER  
M. REED STAHELI  
FIRSTAR CENTER  
777 EAST WISCONSIN AVENUE  
MILWAUKEE, WISCONSIN 53202-5367



\*101865198A\*

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

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PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 10/01/2001

REEL/FRAME: 012207/0682  
NUMBER OF PAGES: 6

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

PORTER, MICHAEL A.

DOC DATE: 08/27/2001

ASSIGNOR:

MURALIDHARA, HARAPANAHALLI S.

DOC DATE: 08/28/2001

ASSIGNOR:

PURTLE, IAN

DOC DATE: 08/27/2001

ASSIGNOR:

SATYAVOLU, JAGANNADH V.

DOC DATE: 03/15/2001

ASSIGNOR:

SPERBER, WILLIAM H.

DOC DATE: 09/06/2001

ASSIGNOR:

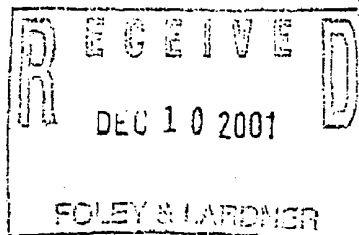
KARLESKIND, DANIELE

DOC DATE: 09/05/2001

ASSIGNOR:

STARK, ANN M.

DOC DATE: 08/13/2001



12/10/01

012207/0682 PAGE 2

ASSIGNEE:

CARGILL, INC.  
15407 MCGINTY ROAD W.  
WAYZATA, MINNESOTA 55391

SERIAL NUMBER: 09883552  
PATENT NUMBER:

FILING DATE: 06/18/2001  
ISSUE DATE:

ALLYSON PURNELL, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

10-04-2001

Attorney Docket No. 023829-0112

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

SHEET

101865198

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copies thereof.

## 1. Name of conveying party(ies):

Michael A. Porter  
Harapanahalli S. Muralidhara  
Ian Purtle  
Jagannadh V. Satyavolu  
William H. Sperber  
Daniele Karleskind  
Ann M. Stark

## 2. Name and address of receiving party(ies):

Cargill, Inc.  
15407 McGinty Road W.  
Wayzata, Minnesota 55391

Additional conveying party(ies)

NO

## 3. Nature of conveyance:

ASSIGNMENT

Execution Date:

August 27, 2001  
August 28, 2001  
August 27, 2001  
August 15, 2001  
September 6, 2001  
September 5, 2001  
August 13, 2001

Additional name(s) &amp; address(es) attached? NO

## 4. Application number(s) or patent number(s):

If this is being filed together with a new application, the execution date of the application is:

A. Patent Application Number(s):

09/883,552

B. Patent Number(s):

Additional numbers attached? NO

## 5. Name and address of party to whom correspondence concerning document should be mailed:

M. Reed Staheli  
FOLEY & LARDNER  
Firststar Center  
777 East Wisconsin Avenue  
Milwaukee, Wisconsin 53202-5367

## 6. Total number of applications/patents involved: 1

7. Total fee (37 C.F.R. § 3.41): \$40.00

☒ Check Enclosed

Charge to deposit account

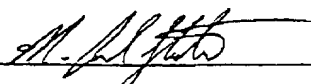
8. Deposit account number: 06-1447

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To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. The Commissioner is hereby authorized to charge any additional recordation fees which may be required in this matter to the above-identified deposit account.

M. Reed Staheli



7/25/01

Name of person signing

Date

09/03/2001 LNUELLER 00000160 09883552

Signature  
Registration No. 47,949

FC:581

40.00

Total number of pages including cover sheet, attachments, and document: 6

ASSIGNMENT AND AGREEMENT

*WHEREAS*, Michael A. Porter of 9123 Sycamore Lane N, Maple Grove, Minnesota 55369; Harapanahalli S. Muralidhara of 2325 Yuma Lane North, Plymouth, Minnesota 55447; Ian Purtle of 1280 Zircon Lane North, Plymouth, Minnesota 55447; Jagannadh V. Satyavolu of 1818 23rd Street NW, Cedar Rapids, Iowa 52405; William H. Sperber of 5814 Oakview Circle, Minnetonka, Minnesota 55345; Daniele Karleskind of 10500, 33rd Ave. N., Plymouth, Minnesota 55441 and Ann M. Stark of 2235 Plymouth Street, Marion, Iowa 52302; (hereinafter referred to singly and collectively as "ASSIGNOR") have invented a certain invention entitled **MODIFIED OILSEED MATERIAL** (Atty. Dkt. No. 023829-0112) for which an application for United States Letters Patent was filed on June 18, 2001 as Application No. 09/883,552; and

*WHEREAS*, Cargill, Inc., a corporation duly organized and existing under the laws of the State of Delaware, and having its principal place of business at 15407 McGinty Road W., Wayzata, Minnesota 55391 (hereinafter referred to as "ASSIGNEE") is desirous of acquiring the entire interest therein;

*NOW THEREFORE*, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto ASSIGNEE, its successors and assigns, the full and exclusive right, title, and interest in and to (a) the above-identified invention or inventions and all improvements and modifications thereof, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

*ASSIGNOR HEREBY AUTHORIZES AND REQUESTS* the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

*ASSIGNOR HEREBY AGREES* (a) to communicate to ASSIGNEE, its successors and assigns, or their representatives or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney,



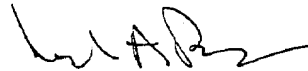
oaths, affidavits, declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY GRANTS to the law firm of **Foley & Lardner** the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of **Foley & Lardner** do not personally represent ASSIGNOR or ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

Executed this 27 day of August, 2001.



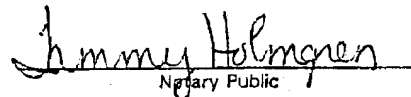
MICHAEL A. PORTER

State of Minnesota )  
County of Hennepin ) ss.

On this 27<sup>th</sup> day of August, 2001, before me, a notary public in and for said county, appeared MICHAEL A. PORTER, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.



(Seal)

  
Notary Public

My Commission Expires: 1/31/05

Executed this 28 day of Aug, 2001.

HARAPANAHALLI S. MURALIDHARA  
HARAPANAHALLI S. MURALIDHARA

State of Minnesota )  
County of Hennepin ) ss.

On this 28<sup>th</sup> day of August, 2001, before me, a notary public in and for said county, appeared HARAPANAHALLI S. MURALIDHARA, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

(Seal)



Tammy Holmgren  
Notary Public  
My Commission Expires: 1/31/05

Executed this 27<sup>th</sup> day of August, 2001.

IAN PURTLE  
IAN PURTLE

State of Minnesota )  
County of Hennepin ) ss.

On this 27<sup>th</sup> day of August, 2001, before me, a notary public in and for said county, appeared IAN PURTLE, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

(Seal)



Tammy Holmgren  
Notary Public  
My Commission Expires: 1/31/05

Executed this 15 day of August, 2001.

JAGANNADH V. SATYAVOLU

JAGANNADH V. SATYAVOLU

State of India )  
County of Levin ) ss.

On this 15<sup>th</sup> day of August, 2001, before me, a notary public in and for said county, appeared JAGANNADH V. SATYAVOLU, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Nancy A. Peters  
Notary Public

My Commission Expires: 9/12/2003

(Seal)

Executed this 6<sup>th</sup> day of September, 2001.

WILLIAM H. SPERBER  
WILLIAM H. SPERBER

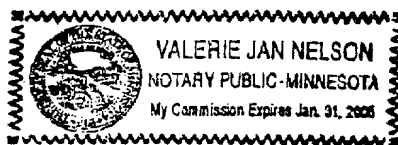
State of Minnesota )  
County of Hennepin ) ss.

On this 6<sup>th</sup> day of September, 2001, before me, a notary public in and for said county, appeared WILLIAM H. SPERBER, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.


Valerie Jan Nelson  
Notary Public

My Commission Expires: January 31, 2005

(Seal)



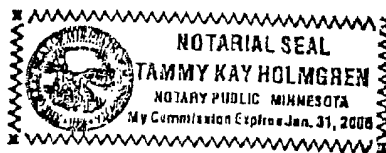
Executed this 5 day of September, 2001.



DANIELE KARLESKIND

State of Minnesota )  
County of Hennepin ) ss.

On this 5 day of September, 2001, before me, a notary public in and for said county, appeared DANIELE KARLESKIND, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

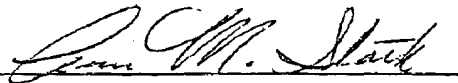


(Seal)

  
Notary Public

My Commission Expires: 1/31/06

Executed this 13<sup>th</sup> day of August, 2001.



ANN M. STARK

State of IOWA )  
County of LINN ) ss.

On this 13<sup>th</sup> day of AUGUST, 2001, before me, a notary public in and for said county, appeared ANN M. STARK, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

  
Notary Public

My Commission Expires: MAY 6, 2004

(Seal)

